

# EXHIBIT A

**THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
EASTERN DIVISION**

JOHN BARNHARDT, et al.,	)	
	)	
Plaintiffs,	)	
	)	
and	)	
	)	
UNITED STATES OF AMERICA,	)	Civil Action No. 4:65-cv-01300-HTW-LRA
	)	1300(E)
Plaintiff-Intervenor,	)	
	)	
v.	)	
	)	
MERIDIAN MUNICIPAL SEPARATE	)	
SCHOOL DISTRICT, et al.,	)	
	)	
Defendants.	)	
	)	

**SETTLEMENT AGREEMENT**

Plaintiffs John Barnhardt, et al. (“Private Plaintiffs”) and Defendants Meridian Public School District, et al. (“the District”) respectfully submit this Settlement Agreement. The Parties jointly agree and stipulate that entry of this Settlement Agreement, subject to the approval of the Court, is in the public interest. The Parties further agree and stipulate that this Settlement Agreement will support a finding that the District has complied with the letter and spirit of the desegregation orders and applicable law, eliminated the vestiges of past discrimination to the extent practicable, and achieved unitary status.

Pursuant to Federal Rule of Civil Procedure 23(e), all Parties jointly stipulate to dismissal of this action with prejudice, contingent upon approval of the terms of this Settlement Agreement by the Court and incorporation of the terms of this Settlement Agreement into the Court’s order dismissing the case. The Parties further agree that this Court shall retain ancillary jurisdiction solely over any new action to enforce this Settlement Agreement.

**I. Remedial Measures**

**A. Student Assignment**

**i. Gifted Program (“MPSD Explore”)**

1. As soon as practicable, the District will contact the Equity Assistance Center-South of the Intercultural Development Research Association (“IDRA EAC”) to obtain technical assistance on best practices for ensuring that all students have an equitable opportunity to participate in the Gifted Program. If IDRA EAC is available and able to provide assistance, the District will work with the IDRA EAC to determine the appropriate technical assistance.

2. The District will examine the racial differences in selection and enrollment rates in the District’s Gifted Program. As part of this analysis, the District will evaluate whether the State of Mississippi provides for an alternative universal screening test that it can employ at the first step of its current gifted identification process in an effort to improve participation of Black students in the program.

3. The District currently screens all students for its Gifted Program by administering a selection test universally to all first-graders. The District will implement a second universal screening test at the beginning of third grade, assuming that it may do so without securing prior approval from the Mississippi Department of Education. If the District must seek approval from the Mississippi Department of Education to implement a second universal screening test, the District will seek that approval and, assuming the Mississippi Department of Education approves this measure, the District will implement a second universal screening test at the beginning of third grade.

4. The District will require that all teachers at the elementary level complete a training workshop on how to recognize intellectual giftedness despite cultural, linguistic, and

economic differences that may mask a student's true abilities. The District will also require that all members of its Gifted Local School Committee ("LSC") participate in the same or a similar training to promote opportunities for Black students in the District's Gifted Program.

5. The District will evaluate its outreach to Black students and parents and will actively and intentionally engage Black students and their parents and guardians, including through parent meetings, to provide further information about the benefits and long-term supports of the Gifted Program.

6. The District's outreach will include publication of the program, including how students may be referred for Gifted testing. Upon publication, the District will provide a copy of its initial publication for the 2019-2020 school year to the Private Plaintiffs.

7. The District's outreach plan will also be incorporated into faculty and staff meetings and professional development. Such professional development will include how to identify and encourage Black students to pursue enrollment in the Gifted Program and how to describe the long-term benefits of the Gifted Program.

8. The District will devise a plan to monitor data about the Gifted Program each semester during each school year to ensure that the Gifted Program is being administered fairly and without regard to race. This shall include collecting and reviewing data from each school about the numbers of students, disaggregated by race and gender, who are referred for the Gifted Program and the number who are enrolled in the Gifted Program. These data will be utilized by the District as part of its over-all strategy to promote Gifted opportunities for all students regardless of race.

**ii. Magnet Program**

9. As soon as practicable, the District shall contact IDRA EAC for technical assistance in assessing the feasibility of developing a magnet program.

10. With the assistance of IDRA EAC, the District shall study the feasibility of establishing a magnet school in the District. As part of this feasibility study, the District shall conduct a community survey to determine, among other things, what magnet theme would be most attractive to the community.

**B. Faculty Assignment**

11. As soon as practicable, the District shall contact IDRA EAC for technical assistance to build the District's capacity to effectively recruit, hire, assign, and retain racially diverse faculty and certified staff.

12. Minority Recruitment Plan: The District will seek technical assistance from IDRA EAC to develop a minority recruitment plan.

13. "Grow Your Own" Program: As part of its Minority Recruitment Plan, the District will continue to develop a robust, exciting, and social justice-oriented district-based "Grow Your Own" program to help recruit Black students and others into the teaching field. The District will explore opportunities to partner with a college or university to offer dual enrollment classes to garner college credit in the program. The District shall include its "Grow Your Own" program in its request for technical assistance regarding faculty recruitment and hiring.

14. The District's "Grow Your Own" program shall include, at minimum, the development of local programs to identify and support local high school, college, and university students to encourage and engage them about teaching careers, and (for college and university students) to explore and promote opportunities for teaching in the District and to support

interested students in pursuing certification. The District will also encourage and, to the extent allowable, provide support for non-certificated staff (e.g., paraprofessionals) who are interested in pursuing certification.

15. As part of its review, the District shall examine, and if appropriate, revise its policies regarding publication of vacancy announcements and advertisements.

16. Voluntary Reassignment: The District will evaluate and explore opportunities for voluntary reassignment of teachers and other professionals to improve racial diversity at particular schools.

17. College and University Partnerships: The District will work to expand and improve partnerships with colleges and universities, including Historically Black Colleges and Universities (“HBCUs”), for establishing teaching internships and conducting outreach to prospective students.

18. Teacher Retention Plan: The District will seek technical assistance from IDRA EAC to address teacher retention. The District will also consider refinements to its mentoring plan for first- and second-year teachers.

**C. Facilities**

19. The Parties agree that the District has satisfied the requirements to be declared unitary with regard to its facilities.

**D. Transportation**

20. The Parties agree that the District has satisfied the requirements to be declared unitary with regard to its transportation routes.

**E. Extracurricular Activities**

21. The Parties agree that the District has satisfied the requirement to be declared unitary with regard to its extracurricular activities.

**F. 2013 Consent Order**

22. Without admitting liability, and in the spirit of collaborating to achieve the best possible educational outcomes for students, the Parties agree to implement the following measures regarding student discipline and law enforcement.

**i. Discipline**

23. The District shall seek technical assistance from IDRA EAC on restorative practices in schools. With the support of IDRA EAC, the District will (a) explore opportunities to incorporate restorative practices, including but not limited to fostering skills to resolve conflicts and involving students in resolving problems with the goal of keeping students in the classroom to the maximum extent consistent with effective instruction, and (b) develop and implement a professional development plan for school-based staff plans covering the school-wide implementation of restorative practices to improve school climate.

24. The District will survey teachers and stakeholders to assess school climate regarding discipline and the possible efficacy of restorative practices in order to determine whether and where additional support can be provided.

25. As part of its review of strategies to incorporate restorative practices, the District will:

- a. Revise, as necessary, discipline referral and documentation forms to provide space for school personnel to note restorative justice approaches; and,

- b. Develop and implement a plan to inform parents/guardians about the District's plan for restorative practices.

**ii. Law Enforcement Provisions**

26. Private Plaintiffs and the District have agreed upon proposed revisions to the Meridian Public School District Campus Police Department's ("CPD") policies and procedures manual on **[Date]**. The District shall submit the revised policies and procedures manual within 30 days for approval by the District's Board of Trustees.

27. The District will ensure that all CPD officers receive adequate training to understand: (a) how to police in accordance with CPD's policies and procedures; and, (b) the requirements of this Settlement Agreement, Mississippi law, and the Constitution and laws of the United States. CPD trainings will reflect the objectives the District has committed to and which are reflected in the CPD's policies and procedures, including Policy 3.03. As soon as practicable or within 60 days of the entry of this Settlement Agreement, the District will conduct an implicit-bias training for CPD officers by a non-District and/or District employee instructor who is qualified to facilitate implicit-bias trainings.

28. Consistent with Policy 3.03, the District agrees to assign a CPD Training Resource Officer. The CPS Training Resource Officer's duties and responsibilities are outlined in Policy 3.03.

29. As soon as practicable or within 60 days of entry of this Settlement Agreement, the District will conduct trainings for all CPD officers on the CPD's revised policies and procedures manual.



## **II. Information Sharing**

30. The District will share the following information with the Private Plaintiffs (a) within 60 days of entry of this Settlement Agreement, (b) one year after entry of this Settlement Agreement, and (c) eighteen months after entry of this Settlement Agreement:

- i. Demographic data of student body;
- ii. Disaggregated discipline data that will include the following information for each disciplinary incident since the last report: a unique student identifier; race of the student; sex of the student; grade level; infraction; level of infraction; number of prior infractions for the student; date the incident occurred; description of the incident; consequence; any restorative justice practice employed at any point in response to the incident;
- iii. Gifted Data, including: data from each school about the number of students, disaggregated by race and gender who are referred for and are enrolled in the Gifted Program;
- iv. Faculty Data, including: demographic data on the faculty at each school, disaggregated by race and gender, and; demographic data on new faculty hires for that school year, disaggregated by race and gender;
- v. Law Enforcement Data that will include (a) number of school-based arrests, disaggregated by race and gender, and (b) number of use of force incidents reported under CPD Policy 5.01, disaggregated by race and gender.

31. The Parties agree that the data shared by the District are for informational

purposes only and not for the purpose of evaluating particular outcomes. The Parties expressly agree that the data shared by the District will not be used to evaluate the District's compliance with the terms of this Settlement Agreement.

SO ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2019.

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Honorable Henry T. Wingate,  
UNITED STATES DISTRICT COURT JUDGE

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